

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   80		
2. CONTRACT (Proc. Inst. Ident.) NO. N00024-14-C-4110		3. EFFECTIVE DATE 16 May 2014		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MANTECH SYSTEMS ENGINEERING CORPORATION 12015 LEE JACKSON HWY FAIRFAX VA 22033-3300			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>		
CODE 2U954		FACILITY CODE N00024		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER, SOUTH ENTITLEMENT O P.O. BOX 182264 COLUMBUS OH 43213-2264			
11. SHIP TO/MARK FOR NAVAL SEA SYSTEMS COMMAND (NAVSEA) TIMOTHY R. HINTZ 1333 ISAAC HULL AVE SE BLDG. 197 WASHINGTON NAVY YARD DC 20376		CODE N00024	CODE HQ0338				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$8,852,349.00</b>		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	61 - 79
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	12 - 42	X	J	LIST OF ATTACHMENTS	80
X	D	PACKAGING AND MARKING	43	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	44 - 45	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	46 - 48		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	49 - 52	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	53 - 60	M	EVALUATION FACTORS FOR AWARD		
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [ ] copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00024-14-R-4110 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER BRENDAN J O'MARA / CONTRACTING OFFICER TEL: 202-781-3512 EMAIL: brendan.o'mara@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		16-May-2014	

## Section B - Supplies or Services and Prices

## ITEM NO SUPPLIES/SERVICES

CLIN Labor  
 Number Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship  
 0001 Maintenance and Logistics Support Information Systems (SMLIS) Program  
 FOB: Destination  
 CPFF  
 PURCHASE REQUEST NUMBER: N0002414NR11051

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN			Man		\$3,700,000.00
Number			Hours		
0001AA					
	Labor - Base Period				
	Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship				
	Maintenance and Logistics Support Information Systems (SMLIS) Program;				
	O&MN Funding				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300423801				
	CPFF				
				ESTIMATED COST	\$
				FIXED FEE	\$
				TOTAL EST COST + FEE	\$3,700,000.00
	ACRN AB				\$3,700,000.00
	CIN: 130042380100001				

ITEM NO CLIN Number 0001AB	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$500,000.00
	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; RDT&E Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300424148 CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$500,000.00
	ACRN AA CIN: 130042414800001				\$500,000.00

ITEM NO CLIN Number 0001AC	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$3,910,478.00
	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; O&MN Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300423801 CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$3,910,478.00
	ACRN AC CIN: 130042380100003				\$3,910,478.00

ITEM NO CLIN Number 0001AD	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$454,871.00
	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; O&MN Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300423801 CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$454,871.00
	ACRN AD				\$454,871.00
	CIN: 130042380100004				

ITEM NO CLIN Number 0001AE	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$150,000.00
	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; O&MN Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300423801 CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$150,000.00
	ACRN AE				\$150,000.00
	CIN: 130042380100005				

ITEM NO CLIN Number 0001AF	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$120,000.00
	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; O&MN Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300423801 CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$120,000.00
	ACRN AE				\$120,000.00
	CIN: 130042380100006				

ITEM NO CLIN Number 0001AG	SUPPLIES/SERVICES	QUANTITY [REDACTED]	UNIT Man Hours	UNIT PRICE \$ [REDACTED]	AMOUNT \$10,685,783.00
OPTION	Labor - Base Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; (See NOTE A) FOB: Destination CPFF				
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$10,685,783.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0001BA			Man Hours	\$	\$19,602,368.00
OPTION	Labor - Option Period Provide Engineering, Maintenance, and Sustainment Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program; (See NOTE A) FOB: Destination PURCHASE REQUEST NUMBER: N0002414NR11051 CPFF				
				ESTIMATED COST	\$
				FIXED FEE	\$
				TOTAL EST COST + FEE	\$19,602,368.00

ITEM NO	SUPPLIES/SERVICES
CLIN Number 0002	ODC Provide Incidental Materials and Other Direct Cost (ODC) Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program FOB: Destination CPFF PURCHASE REQUEST NUMBER: N0002414NR11051

ITEM NO CLIN Number 0002AA	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$5,000.00	AMOUNT \$5,000.00
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ODC - Base Period

COST

Provide Incidental Materials and Other Direct Cost (ODC) Support to the Navy  
Ship Maintenance and Logistics Support Information Systems (SMLIS) Program;

Cost-only, no fee; O&MN Funding

(See NOTE B)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300423801

ESTIMATED COST	\$5,000.00
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ACRN AF CIN: 130042380100007	\$5,000.00
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ITEM NO CLIN Number 0002AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$12,000.00	AMOUNT \$12,000.00
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ODC - Base Period

COST

Provide Incidental Materials and Other Direct Cost (ODC) Support to the Navy  
Ship Maintenance and Logistics Support Information Systems (SMLIS) Program;

Cost-only, no fee; O&MN Funding

(See NOTE B)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300423801

ESTIMATED COST	\$12,000.00
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ACRN AG CIN: 130042380100008	\$12,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot	\$223,000.00	\$223,000.00
Number					
0002AC					

OPTION ODC - Base Period  
COST  
Provide Incidental Materials and Other Direct Cost (ODC) Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program;  
Cost-only, no fee;  
(See NOTE A and B)  
FOB: Destination

ESTIMATED COST	\$223,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Lot	\$240,000.00	\$240,000.00
Number					
0002BA					

OPTION ODC - Option period  
COST  
Provide Incidental Materials and Other Direct Cost (ODC) Support to the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program;  
Cost-only, no fee  
(See NOTE A and B)  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002414NR11051

ESTIMATED COST	\$240,000.00
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ITEM NO	SUPPLIES/SERVICES
CLIN	Deliverables
Number	See Exhibit A – DD Form 1423, Contract Data Requirements List
0003	FOB: Destination
	CPFF
	PURCHASE REQUEST NUMBER: N0002414NR11051

## CLAUSES INCORPORATED BY FULL TEXT

### LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

### EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

NOTE A - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised. Option items will only be exercised if contractor performance meets or exceeds the requirements as described in the Quality Assurance Surveillance Plan (QASP) provided at Attachment 3.

NOTE B – Cost-only item for incidental materials and other direct costs (ODCs) only. The offeror shall insert an estimated cost of \$240,000 for both items 0002AA and 0002BA, for a total contract estimate of \$480,000 during the period of performance (if all options are exercised).

## CLAUSES INCORPORATED BY FULL TEXT

### PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
  - (i) travel at U.S. Military Installations where Government transportation is available,
  - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
  - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

## Section C - Descriptions and Specifications

### 1. INTRODUCTION:

#### 1.1 PURPOSE

Work to be performed under this contract will support the Navy Ship Maintenance and Logistics Support Information Systems (SMLIS) Program. The contractor shall provide expert support to the Government in areas of life cycle planning, documentation, program management, program control, application programming, testing, training and deployment.

#### 1.2 BACKGROUND

Navy information technology (IT) products have been supported by a variety of activities and have been developed and deployed and maintained using numerous tools and techniques. This “stovepipe” approach to development has made integration difficult and as a result, has reduced the functional benefits and cost savings that could be realized from common system standards; common processes; shared resources and infrastructure. Furthermore, the lack of standard development methodology and tool sets has increased the corporate support costs of automated solutions. It is envisioned that the consolidation of the NAVSEA 04 IT operations at a corporate level will facilitate IT system consolidation and eliminate efforts for ongoing programs such as the Cyber Asset Reduction Strategy (CARS) initiative and the further reduction in information technology toolsets as identified within the Navy Functional Area Manager (FAM) endeavors. Two key aspects of such a consolidation would be improved system performance at less cost and consistent formal processes. NAVSEA 04 has established the CDA (Central Design Activity) PMO (Program Management Office) to oversee all IT development efforts and to acquire and manage IT services. Furthermore, development efforts will align to standard practices and processes to ensure consistency of products. The mission of the CDA PMO is to develop, maintain and deploy quality information technology systems and products that achieve Program Sponsor requirements that maximize Fleet readiness and operability.

### 2 SCOPE:

The Navy requires the contractor to provide support in the performance a host of activities to ensure the successful development, deployment, implementation and operation of the Navy and DOD Maintenance and Logistics community software tools managed by NAVSEA. These include, but are not limited to the following systems: Web AIM, AIMXp, Web MRQT, PSS, MAT, Ship's Force Integration System (SFIS), Technical Information Management (TIM), Shipyard Metrics (SYMET), Maintenance Requirements System (MRS), Technical Support Management (TSM), Validation, Screening and Brokering (VSB.MFOM), COST, Supervisors Desk (SUPDESK), ATMS, FEM, Ships' 3-M, CDMD, and ICMP. There are currently about 79 such systems which are listed in Attachment 1.. Future technological refreshment efforts will include shifting these systems to central enterprise hosting and more net centric integration.

The contractor shall provide support in the following areas:

#### 2.1 Software Programming and Implementation – Support to be:

2.1.1 Government and contractor development site database management and administration support;

2.1.2 Program management support, which includes: strategic planning, earned value, requirements definition, and quality metrics;

2.1.3 Technical consulting support, including analysis of non-corporate software for the purpose of evaluating its effectiveness;

2.1.4 Systems administration support;

- 2.1.5 Support for the creation and maintenance of Government software and database standards, policies, procedures and process improvement;
- 2.1.6 Government database management and administration support;
- 2.1.7 On-site support to Government customers;
- 2.1.8 Government data management for corporately managed tables (in Oracle);
- 2.1.9 Government cognizant systems data management and administration support;
- 2.1.10 Administrative support for development of SMLIS PRODUCTION and Navy ERP processes;
- 2.1.11 Government support for NMCI and related systems tracking and analysis;
- 2.1.12 Support and Incorporate New Versions of the software applications;
- 2.1.13 Provide Configuration Management (CM) support for applications, products and processes managed by Government;
- 2.1.14 Analyze, design, program, and release new enhancements and defect corrections to Government applications and related systems;
- 2.1.15 Assist the sites with integration of analytical instrumentation with corporate applications;
- 2.1.16 Participate in application user groups.
- 2.1.17 Support for the development, testing and maintenance of an application-based electronic performance support system (EPSS) consisting of context-sensitive help and computer based training elements.

## **2.2 Production Hosting – Support to be:**

- 2.2.1 Operate an Application Help Desk and a User Response Team;
- 2.2.2 Support and Incorporate New Versions of the software applications;
- 2.2.3 Provide Configuration Management (CM) support for applications, products and processes managed by Government;
- 2.2.4 Operate and maintain enterprise web sites (such as SUPSHIP) and other Government web sites serving the Ship Maintenance and Logistics Communities;
- 2.2.5 Support technical reviews of hardware and software requirements within the production environment so that greatest performance, data recovery, and stability of operations can be achieved;
- 2.2.6 Provide 7 day by 24 hour on call support for production problems (task order specific);
- 2.2.7 Interface support for systems having interfaces with Government application as required.

## **2.3 Process, Analysis, and Training – Support to be:**

- 2.3.1 Maintain user training and documentation;

2.3.2 Develop and validate system functionality, business processes, and user procedures.

2.3.3 Develop a broad range of process and application training courses for users at the individual, project and leadership levels;

2.3.4 Conduct training in processes and/or software associated with Government application use, including, but not limited to, “train the trainer”, project team and leadership training courses;

2.3.5 Analyze processes and data and present briefs on project/activity performance and use of software;

2.3.6 Develop process guides and/or training manuals.

2.3.7 Develop implementation plans for new processes/software;

2.3.8 Assist in the development and documentation of new processes and the changes to corporate software required to implement them;

2.3.9 Participate in application user groups and develop realization strategies to implement process and application change;

2.3.10 Program management support of organizational initiatives designed to improve effectiveness and efficiency;

2.3.11 Monitor and analyze organizational change, potential and actual, in order to most effectively manage change and any required software application modifications.

## **2.4 Testing, Certification, and Documentation – Support to be:**

2.4.1 Technical support to ensure security compliance for software releases

2.4.2 Quality Assurance Auditing support;

2.4.3 Testing support to Government projects (Government personnel perform final acceptance testing);

2.4.4 Test new enhancements and defect corrections to Government applications and related systems;

2.4.5 Develop and maintain security documentation (e.g. the System Security Accreditation Agreement (SSAA) and its appendices) for Government and related systems;

2.4.6 Support the proper updating and testing of Government environment security accreditation. Government requires the contractor to provide support for the production applications in order to ensure complete success of its software engineering effort. The contractor shall provide support for the following systems as driven by customer requirements. In most cases, this involves full lifecycle support to include, but not be limited to, developing code, performing unit and integration testing, implementing, and creating/modifying technical documentation. In other cases (as with SPS) this support is for hosting, help desk, accreditation, and configuration, but may not require development.

2.4.7 Provide support to perform unit testing;

2.4.8 Integration testing of modified and new software modules;

2.4.9 Assistance with user acceptance testing;

## **2.5 Software Programming and Implementation**

- 2.5.1 Plan and schedule development activities;
- 2.5.2 Facilitate and participate in definition of functional and technical requirements;
- 2.5.3 Estimate coding and testing efforts;
- 2.5.4 Program code;
- 2.5.5 Analysis, design, and programming of applicable databases;
- 2.5.6 Database tuning and recommendations for production hosting configurations;
- 2.5.7 Interface with various DOD organizations and other contractor organizations as required;
- 2.5.8 Provide product implementation services;
- 2.5.9 Performing required associated changes of user change requests and software defects for interfaces associated with the above listed products;
- 2.5.10 Provide documentation and training support for online help and CBT systems with the above listed products;

## **2.6 Production Hosting**

- 2.6.1 Provide support for production hosting of applications;
- 2.6.2 Stand up software releases in a production environment;
- 2.6.3 Develop hardware/software configuration plans for production system hosting in order to meet requirements;

## **2.7 Process Analysis and Training**

- 2.7.1 Perform cost/benefit analyses as requested;
- 2.7.2 Provide process-mapping support when required;
- 2.7.3 Provide necessary training for software and process changes;
- 2.7.4 Analysis and design of deficiencies discovered during Unit Test, Integration Test and Functional Test Periods;
- 2.7.5 Provide personnel, material, equipment, consumables and facilities as specified by task order;

## **2.8 General**

- 2.8.1 Project management support and performance measurement;
- 2.8.2 Provide support to Government and the shipyard community as requested for Navy and Marine Corps Intranet (NMCI) preparation and testing;
- 2.8.3 Provide support to Government and the shipyard community as requested for Navy ERP implementation;
- 2.8.4 Provide progress metrics to applicable managers;
- 2.8.5 Support the collection and up-line reporting of NAVSEA community metrics regarding applications, systems, hardware, and networks;

2.8.6 Maintain applicable records in Navy tracking databases for applications, systems, hardware, and networks (DADMS, DITPR, etc.).

### **3.0 REQUIREMENTS, TASKS AND WORK TO BE PERFORMED:**

Tasks on this contract will be organized and promulgated as follows. Tasks will be performed in accordance with specific objectives under the scope of this contract. The following tasks are representative requirements identified by functional area and are not limited to those areas listed.

This is a performance-based statement of work. Quality assurance will be conducted in accordance with the Quality Assurance Surveillance Plan (Attachment 3).

#### **3.1 PROGRAMMING SUPPORT (R& D and O&M,N Funding):**

The contractor team shall provide programming support to NAVSEA Ship Enterprise systems to include, but not limited to, the Web AIM, AIMXp, Web MRQT, PSS, MAT, MRS, VSB/MFOM, TSM, NMD, SPS, FEM, COST, SUPDESK, SABRS, TIM, SFIS, Ships' 3-M, CDMD, ICMP, etc applications and systems for Government by performing the following tasks as detailed in individual task orders:

3.1.1.1 Provide estimates for the coding and unit testing of functional enhancements, IT defect corrections, and performance improvements;

3.1.1.2 Plan and schedule programming and maintenance activities based upon Government determined milestones. These milestones will represent high-level objectives; the details of the tasks will be generated and managed by the contractor;

3.1.2 Coordinate and host Joint Requirements Planning (JRP) sessions, design reviews, and Joint Applications Development (JAD) sessions, both internal and formal as required;

3.1.3 Perform application design analysis and documentation for proposed functional enhancements and software IT defect resolution to include the following as necessary:

3.1.4 Conduct design meetings with applicable Government participants;

3.1.5 Perform application design analysis for proposed functional enhancements and software trouble reports, which includes Business Case Analysis (BCA) and Return on Investment (ROI) studies when required;

3.1.6 Prepare/modify Software Requirements Specifications (SRS) accordingly;

3.1.7 Prepare/modify Software Design Descriptions (SDD) accordingly;

3.1.8 Prepare/modify Interface Design Descriptions (IDD) and Interface Requirements Specifications (IRS) accordingly;

3.1.9 Prepare Requirements and Design Packages (RDP) representing the changes required to fulfill the functional enhancements;

3.1.10 Analyze impact of functional changes on product interface programs and provide estimates to implement the change;

3.1.11 Perform analysis and design for the various database utilities and programs;



3.1.12 Perform database design analysis and modification for proposed functional changes to include but not limited to:

3.1.13 Prepare/modify the Entity Relationship Diagram (ERD);

3.1.14 Prepare/modify Database Design Documents (DBDD) accordingly;

3.1.15 Physical database design;

3.1.16 Code database triggers, procedures, data conversion scripts, installation scripts, table modifications, and other related database modifications;

3.1.17 Modify existing database utility programs as needed to support functional changes; these programs include Archive/Restore, AutoLoad SWLIN, delProj, etc;

3.1.18 Develop additional database utility programs as required;

3.1.19 Other tasks as delineated in the Government DBA responsibility matrix.

**3.2 Provide foundation software support by performing the following tasks as required (O&M,N Funding):**

3.2.1 Manage and administer foundation object development and use. The contractor will identify specific developers or activities that are utilizing foundation objects which may be using a check in and check out log and performing object librarian type functions;

3.2.2 Analyze changes to currently established foundation objects and design the best implementation to maximize the benefit to all the software that utilizes it. Since all software will inherit the behavior and properties of this foundation software this requires detailed comprehensive analysis of the effects of all changes;

3.2.3 Analyze, design, and program new foundations objects for use when the requirement is identified by an existing or new development project. Since all software will inherit the behavior and properties of this foundation software, this requires detailed comprehensive analysis of the effects and requirements;

**3.3 Develop and maintain training to support process and applications (O&M,N Funding):**

3.3.1 Develop and maintain training materials.

3.3.2 Support the production and issuance of Government-related process and application training materials;

3.3.3 Provide Data Maintenance and Database Administration support for required training database instances;

3.3.4 Conduct dry run and training courses for a wide variety of users of the Government applications;

3.3.5 Individual user training in application-specific functions;

3.3.6 Project team training for Government application community at the project and activity level;

3.3.7 Provide materials, equipment, consumable supplies and facilities for courses;

**3.4 Develop user documentation for applications (O&M,N Funding):**

3.4.1 Develop/maintain on-line system documentation coincident with software releases;

3.4.2 Develop/maintain the on-line help system;

3.4.3 Develop/maintain on-line Process information;

3.4.4 Develop/maintain on-line Task Oriented help (step-by-step);

3.4.5 Develop/maintain on-line Reference Help (Screen/Field context-sensitive level help);

**3.5 Perform integration testing of proposed software changes and software trouble reports to include, but not limited to (R& D and O&M,N Funding):**

3.5.1 Develop/maintain test scenarios that follow Government standards;

3.5.2 Develop/maintain test scripts that follow Government standards;

3.5.3 Test system conversion scripts and scripts related to database and other specific system software components;

3.5.4 Document and track discrepancies identified during integration testing and produce written reports and provide status on the integration test effort;

3.5.5 Develop a means to estimate impacts to integration testing for the following:

3.5.5.1 Unplanned deficiencies deemed necessary for the release currently being tested;

3.5.5.2 Functional changes identified during the release planning stage and during the testing phase, and

3.5.5.3 Research methods to automate the execution of test scripts for regression testing.

3.5.6 Participate in the Triage, Configuration Control Board (CCB), Release Status, and Release Planning meetings to provide schedule information to the Project Superintendent.

**3.6 Provide Support for Government releases (R& D and O&M,N Funding):**

Planning for government releases, as well as the on-site analytical and installation support to be provided during implementation. This statement of work supports the analysis of: software trouble reports (STRS) related to implementation; data maintenance requests (DMRS) related to changing standard reference data; and engineering change proposals (ECPs) related to change requests originating at installation sites and any other similar documents describing software reports and requests of all types. In addition, this sow supports training activities related to release implementation at selected sites, and the development and maintenance of training materials and process related user documentation. Contractor support shall include but not be limited to the following:

3.6.1 Support in planning for the release and installation of software planned and being developed for the period of performance stated in this statement of work. This implementation effort will undertake a phased implementation approach to support target Availabilities at each of the naval shipyards. It is anticipated that the implementation effort will begin with an initial installation at a pre-designated site that will serve as pilot site for the associated new software release. Following the pilot release, support will be fielded at the remaining activities;

3.6.2 Assistance in providing customer support, technical assistance, troubleshooting, and consulting to the Government for release implementation;

**3.7 Schedule development activities based upon Government determined milestones.**

**These milestones represent high-level objectives, the details of which are managed by the contractor (R& D and O&M,N Funding):**

3.7.1 Perform application design analysis and documentation for proposed functional enhancements to include the following as necessary:

3.7.2 Conduct design meeting with applicable Government participants;

3.7.3 Perform application design analysis for proposed functional enhancements;

3.7.4 Code on-line forms and reports, and maintain the batch software.

3.7.5 Perform analysis and design for the various database utilities and programs;

3.7.6 Code database triggers, PL/SQL procedures, data conversion scripts, installation scripts, table modifications, and other related database modifications;

3.7.7 Modify existing and develop new database utility programs as required;

3.7.8 Document and track functional changes;

3.7.9 Develop user documentation for shipyard application as necessary;

**3.8 Provide Configuration Management (CM) support for Government related applications and products to include the following tasks (O&M,N Funding):**

3.8.1 Maintain the Government approved configuration status accounting system and the process of tracking Software Trouble Reports (STRs), Engineering Change Proposals (ECPs), and Data Modification Requests (DMRs) specifically through the NCR system and DTS system;

3.8.2 Monitor Government Releases and report any problems to senior management;

3.8.3 Develop reports and metrics as directed by the Configuration Manager;

3.8.4 Develop and maintain the Software Configuration Management (SCM) plan, procedures and standards;

3.8.5 Maintain the software environment for those systems listed in the REQUIREMENTS section at the Government site;

3.8.6 Maintain the makefiles used to build the applicable executables;

3.8.7 Maintain the support files used to prepare the release packages;

3.8.8 Support the Release Manager, Configuration Manager and SVD Coordinators for release preparation, packaging, and release coordination;

3.8.9 Provide (CM) tools and training on their use;

3.8.10 Provide CM training to Government project personnel;

3.8.11 Analyze and improve existing Government CM processes in accordance with SEI Capability Maturity Model Level 3 guidelines

3.8.12 Analyze and improve existing Government Database processes in accordance with SEI Capability Maturity Model Level 3 guidelines

3.8.13 Analyze and improve existing Government System Administration policies and procedures in accordance with SEI Capability Maturity Model Level 3 guidelines

3.8.14 Perform version control for software and documentation including the administration of appropriate version control utilities (such as PVCS);

3.8.15 Perform version control for databases;

**3.9 Provide Database Administration (DBA) support to include the following tasks (O&M,N Funding):**

3.9.1 Database administration of all Government related database instances;

3.9.2 Create and review release notes and installation instructions for the database portion of Government software releases;

3.9.3 Review release notes and installation instructions for the database portion of Government software releases;

3.9.4 Support customers with database related troubleshooting and analysis and design;

3.9.5 Provide database administration support for Government hosted production instances as required;

3.9.6 Update the appropriate database instances to support software development activities;

3.9.7 Resolve Government STRs, ECPs and DMRs as appropriate;

3.9.8 Liaison with external design agencies that alter Government databases to ensure database synchronization is maintained as appropriate;

3.9.9 Participate in, analyze and improve the Database Change Request process;

3.9.10 Maintenance of baseline Database Design document template (database only portion) per Mil-STD-498 DI-IS-81437 or IEEE/EIA 12207, as appropriate;

3.9.11 Create, review and maintain Government Project Database Design Documents for all Government produced systems as appropriate;

3.9.12 In conjunction with Data Administration personnel develop and maintain a metadata repository, which will contain system data element information as appropriate;

3.9.13 Create, maintain and assist in the continuing development of Government's internet and intranet sites;

3.9.14 Develop standard practices and procedures for database work;

3.9.15 Maintain the DBA handbook that reflects the preceding database tasking;

3.9.16 Provide for configuration management of database objects;

3.9.17 Provide shipyard support of Government production utilities (I.e. Archive/Restore);

3.9.18 Develop, administer and maintain a training database to support process and application training development and delivery;

**3.10 Provide Program Management Support to include the following tasks (O&M,N Funding):**

3.10.1 Assist the Government management in the analysis and maintenance of project financial and schedule data in support of earned value analysis, as related to Government projects. This includes development and maintenance of bi-weekly time sheets to collect time and progress for schedule tasks applied to Government subproject/projects where specified. Also, calculation of labor rates for use in tracking expenditures related to Government projects, and assisting in monitoring the movement of funds between projects and budget analysis, if required, at the direction of Government management. This may also include establishing a baseline of schedule and financial data for the purpose of earned value analysis.

3.10.2 Maintain the Government Cost and Schedule Control System on identified projects. Using the data contained within Government subproject/project schedules and time sheets, generate standard CS2 Curves and Workforce/Workload (WF/WL) Curves on a bi-weekly basis or as requested by Government management. Compare the workforce against the workload for Government;

3.10.3 Assist in the review of Government schedules and the analysis of deviations from the plan defined within those schedules and develop variance reports as required;

3.10.4 Carry out earned value analysis on selected projects to provide efficiency and effectiveness metrics to Government senior management as required;

3.10.5 Develop and maintain a process for collecting and reporting software quality metrics based on data provided from the projects. Perform analysis on the data to identify baseline metrics for projects as required by Government. Report project software quality metrics to Government management on a monthly basis or as required by Government management;

3.10.6 Assist as required in Government business development initiatives. This includes but is not limited to software demonstrations at Government or other remote locations and assist in developing presentations as required;

**3.11 Provide Technical Consulting Support to include the following tasks (O&M,N Funding):**

3.11.1 Identify and analyze changes to Government systems and recommend appropriate improvement changes, system level capacity, and a performance management plan;

3.11.2 Provide technical support for evaluation, recommendation and selection of commercial and Government owned products identified by Government management, technical working groups, or users. Tasks may include the following, but are not limited to:

3.11.2.1 Evaluation of new software development tools, including product research, product analysis and product benchmarking;

3.11.2.2 Evaluation of performance monitoring, tuning, and capacity planning tools;

3.11.2.3 Evaluation of new performance support systems (help and CBT) and development tools;

3.11.2.4 Analysis of the evaluation of software testing tools;

3.11.2.5 Evaluation of Intra/Internet related tools;

3.11.2.6 Evaluate, advise and assist in the implementation of new technologies and processes such as those that involve an Intranet or the Internet;

3.11.3 Participate in technical meetings, training, and workshops as required by Government Program Managers;

3.11.4 Attend technical work group sessions at various sites to facilitate, discuss, and resolve technical issues including configuration issues. Prepare and present briefs on special interest areas identified by Government managers;

3.11.5 Support the Naval Shipyard Corporate Architecture Project;

3.11.6 Provide support and maintenance for the Government EVS tools;

3.11.7 Provide support to the update of the technical architecture based on requirements received from users, system administrators, development organizations and Government management. These requirement changes may result in system performance monitoring and capacity planning or system integration issues;

3.11.8 Update the Standard Hardware and Software Configuration Specification in support of hardware and software configuration management planning and execution;

3.11.9 Update sections of the Government System Administrators Handbook based on information received from shipyard system administrators as well as required system enhancements;

3.11.10 Develop support documentation, including technical briefs, white papers, issue resolution, trip reports as required in support of technical evaluations, feasibility studies and other technical analysis performed;

**3.12 Provide System Support to include the following tasks (O&M,N Funding)::**

3.12.1 Provide coordination and completion of analysis, testing, integration, implementation and maintenance of Government systems, applications, and databases. This will include the following tasks:

3.12.2 Compilation and installation of database and operating system software releases and patches;

3.12.3 Recommend proper system configuration and administration control procedures to enhance system performance;

3.12.4 Assist in development of written guidelines documenting these recommendations, for use in Government and by customer sites;

3.12.5 Assist in resolving system architecture issues, including upgrading hardware configurations and interconnections, database management system types and versions, and software configurations;

3.12.6 Upgrading and administration of database, storage, and operating systems on Network Appliance SUN SPARC Servers/SPARC Centers, Network Appliance files, VMWare services, Terminal Servers/Citrix, HP T-9000 and operating systems on Microsoft NT/2000 workstations;

3.12.7 Creation and maintenance of operating system accounts;

3.12.8 Facilitating computer equipment relocation;

3.12.9 Facilitating loading software on Government equipment;

3.12.10 Managing software licensing;

3.12.11 Resolving workstation and printer problems;

3.12.12 Resolving operating virus problems;

3.12.13 Maintaining laptops;

- 3.12.14 Provide for system backups in accordance with Government and/or industry standards;
- 3.12.15 Physically design the storage medium and decisions on the logical-to-physical mapping of the database onto the mass storage devices to be used;
- 3.12.16 Create and maintain privacy locks and key values, which control access to all levels of the database and file management system;
- 3.12.17 Monitor activity, growth, and performance of the database and file management system and make recommendations for reformatting and restructuring;
- 3.12.18 Provide interface to other agencies in the troubleshooting of various application related client/server anomalies and assist in the resolution of these problems;
- 3.12.19 Assist site in analyzing and taking corrective action to repair database and file management system errors and provide written documentation of problem and resolution;
- 3.12.20 Provide written summary of all actions, recommendations, and assistance provided to site on a monthly basis;
- 3.12.21 Resolve ECPs, STRs and DMRs as appropriate;
- 3.12.22 Provide assistance in diagnosing/resolving software and hardware problems as required to maintain system availability;
- 3.12.23 Provide system administration support for Government hosted production servers as required;
- 3.12.24 Provide on-site technical support at customer sites as required. Technical support to consist of assistance in the areas of database management systems and operating systems analysis, system administration, maintenance, training and procedures encompassing the entire application technical environment, including on-site upgrading support;
- 3.12.25 Create and maintain Government System/Subsystem Specifications as directed;
- 3.13 Perform the following in support of the maintenance of Government software standards, policies, procedures, and process improvement (O&M,N Funding):**
- 3.13.1 Establish and maintain a library for Government software, standards, policies and procedures;
- 3.13.2 Establish and maintain a change control process for Government software, standards, policies and procedures;
- 3.13.3 Support processes according to the SEI Capability Maturity Model Level 3.
- 3.13.4 Evaluate existing standards, policies, and procedures and recommend improvements to existing documentation and where necessary, development of additional documents;
- 3.13.5 Develop standards, policies, and procedures documentation as directed by Government management;
- 3.13.6 Establish, maintain and conduct audit process and procedures for all Government projects;
- 3.13.7 Implement formal process improvement plans for all projects;

3.13.8 Implement productivity improvement plans for each software organizational unit;

3.13.9 Track and regularly report performance against process improvement productivity plans;

**3.14 Provide Data Management and Administration Support to include the following tasks (O&M,N Funding):**

3.14.1 Gather and analyze data, and document results of analysis, contacting personnel within this organization and external to this organization. All contacts with external organizations shall be coordinated with the Government Data Management Section Head;

3.14.2 Answer DMRs, STRs and ECPs as appropriate. Analyze root causes and recommend solutions;

3.14.3 Maintenance of baseline Database Design document template (data only portion) per Mil-STD-498 DI-IS-81437 or IEEE/EIA 12207, as appropriate;

3.14.4 Create, review and maintain Government Project Database Design Documents for all Government produced systems as appropriate;

3.14.5 Maintain standardized Government Data in accordance with Department of Defense directive 8320. Support and collaborate with other Navy organizations to maintain standardized Navy maintenance data;

3.14.6 Maintain workflow process documents for the implementation and use of standard data within Government applications;

3.14.7 Support Navy and DoD initiatives to analyze Naval Logistics data as appropriate;

3.14.8 Maintain and develop the data within Government applications;

3.14.9 Maintain and develop re-useable testing data for all Government projects;

3.14.10 As necessary create data administration training procedures;

3.14.11 Interpret existing or create new code to support Government data administration utilizing, at a minimum, UNIX shell scripts, C code, and SQL;

3.14.12 Develop data administration procedures, scripts, and test cases for data administration programs and test databases;

3.14.13 Administer, participate in, analyze and improve the Database Change Request process;

**3.15 Provide Consulting and System Implementation Management Support (O&M,N Funding):**

3.15.1 The contractor will assist in the management, development, evaluation, and identification of changes in business processes, operations, consolidation and requirements as they relate to optimizing capabilities or interfaces. Efforts will include support and expertise in system implementation, system integration, process, policy and procedure development, change management and communications. The contractor will assist in the planning and integration of system implementations while providing expertise in defining and developing the operational support structure required to maintain a stable operating environment for the Government application community users.

3.15.2 Operate an Application Help Desk and a User Response Team when called for in a specific Technical Instruction. This task provides centralized functional and technical support for the users of Government applications, including, but not limited to those centrally hosted at Government. Designated Government site



representatives will work with functional and technical application experts to resolve application and environment issues. The contractor will provide the following services:

3.15.2.1 Production issue tracking

3.15.2.2 Production issue investigation & communication

3.15.2.3 Acceptance Test preparation and support for new software releases

3.15.2.4 Validation of system functionality, business processes, and user procedures

3.15.2.5 Functional maintenance of the applications and databases including: reference data updates, security role modifications, security module changes, system administration, report writing and maintenance for production

3.15.2.6 System documentation and user procedure maintenance

3.15.2.7 Universe, reports and query development and support

3.15.2.8 Develop and maintain Operational Procedures

3.15.2.9 Assist in staff training

3.15.2.10 Provide operations support

3.15.2.11 Technical troubleshooting with site managers and staff

3.15.2.12 Provide feedback to customers

3.15.2.13 Provide input to the Integration and Functional teams and development teams for defects and potential enhancement requests

3.15.3 The contractor will assist in the management, development, evaluation, and identification of changes in business processes, operations and requirements as they relate to optimizing application capabilities and Government operations. Efforts will include support and expertise in system implementation, system integration, process, policy and procedure development, change management and communications to assure successful transitions for the community and the center.

3.15.4 The contractor will assist in the planning and integration of system implementations while providing expertise in defining and developing the operational support structure required to maintain a stable operating environment for the Government application users.

3.15.5 Identify and analyze changes to operations and recommend appropriate improvement changes, system level capacity, and a performance management plan;

3.15.6 Provide support for evaluation, recommendation and selection of commercial and Government owned products identified by Government management, technical working groups, or users. Tasks may include the following, but are not limited to them:

3.15.7 Evaluation of performance monitoring, tuning, and capacity planning tools;

3.15.8 Evaluate, advise and assist in the implementation of new applications, technologies and processes;

3.15.9 Provide support to update the technical architecture based on requirements received from users, system administrators, development organizations and management. These requirement changes may result in system performance monitoring and capacity planning or system integration issues;

3.15.10 Develop support documentation, including technical briefs, white papers, issue resolution, trip reports as required in support of technical evaluations, feasibility studies and other technical analysis performed.

**3.16 Maintain an Operational Environment for Enterprise Applications (O&M,N Funding):**

3.16.1 Support the installation and deployment of future releases

3.16.2 Analyze the impacts of new applications and software versions and functionality on the configuration

3.16.3 Support hardware analysis, sizing, and operating system configuration changes

3.16.4 Performance tuning of database and application server

3.16.5 Assist in developing, maintaining and following configuration management procedures

3.16.6 Maintain testing regions

3.16.7 Update the appropriate database instances

3.16.8 Provide Database Administration (DBA) support

3.16.9 Participate in, analyze and improve the Database Change Request process

3.16.10 Maintenance of baseline Database Design documents as required

3.16.11 Install and maintain upgrades for web software and security DoD PKI Certificates

3.16.12 Provide System Administration Support

3.16.13 Develop standard practices and procedures for database work

3.16.14 Maintain the DBA handbook that reflects the preceding database tasking

3.16.15 Provide for configuration management of database objects

3.16.16 Provide support with the installation, configuration and maintenance of new corporate applications

3.16.17 Support the analysis and configuration of systems for security accreditation

3.16.18 Support hardware analysis, sizing, and operating system configuration changes

3.16.19 Maintain testing regions for systems and related systems/interfaces, as required

3.16.20 Support and Incorporate New Versions of the Enterprise Systems

3.16.21 Evaluate new releases for inclusion in the enterprise environment

3.16.22 For mandated or externally-developed systems, maintain security documentation (such as SSAA, SFUG, and TFM) and associated test scripts

3.16.23 Install, configure and support release changes

3.16.24 Modify and provide help and user instructions for the new releases

3.16.25 Incorporate changes in the design documentation

3.16.26 Provide technical production corrections to Applications and Interfaces, and manage the release of those changes

3.16.27 Identify and resolve inter-operating issues with new releases and interfaces, specifically addressing implementation of (but not limited to):

3.16.27.1 Updates to the community web sites

3.16.27.2 Required modifications to the web or Citrix based deployment environments

3.16.27.3 Manage users, add, delete, and modify Portal products to support the community initiatives

**3.17 Provide Consulting and testing support for NMCI rationalization and migration process (O&M,N Funding):**

3.17.1 Analyze the latest NMCI rationalization and migration processes and consult on approaches to certification and potential migration of Government systems.

3.17.2 Develop and support execution of test scripts for NMCI certification of corporate systems, package application releases and submit it for NMCI certification.

**3.18 Operate and maintain the enterprise web sites and the Government web site (O&M,N Funding):**

3.18.1 Provide and maintain the assigned Enterprise Public Web sites

3.18.2 Provide and maintain all assigned Enterprise Secure Web sites

3.18.3 Support other organizations where the Ship Maintenance and Logistics infrastructure provides web hosting

3.18.4 Request, install, configure and maintain DOD PKI Certificates for web sites

3.18.5 Maintain system configurations that maximize fault tolerance and fail-over capacity

3.18.6 Develop and maintain metrics showing site use and provide trend analysis where tasked

**3.19 Provide Process and System Implementation Management Support (O&M,N Funding):**

3.19.1 The contractor shall assist in the management, development, evaluation, and identification of changes in business processes, operations and requirements as they relate to optimizing the AIS.

3.19.2 Provide technical support to ensure security compliance for software releases

3.19.3 The contractor shall maintain security documentation. The security documentation will be based on requirements provided by security managers. Security documentation will include, as a minimum, a System Security Authorization Agreement (SSAA) and its appendices.

**3.20 Provide on-site support to Government customers (O&M,N Funding):**

3.20.1 Contractor may be required to travel in performance of tasks. The locations include, but are not limited to, the following:

PMO-IT Norfolk (Norfolk, VA)  
 Puget Sound Naval Shipyard and IMA (Bremerton, WA)  
 Pearl Harbor Naval Shipyard and IMA (Pearl Harbor, HI)  
 Portsmouth Naval Shipyard (Kittery, ME)  
 Norfolk Naval Shipyard (Portsmouth, VA)  
 Washington, DC  
 Tobyhanna Army Depot,  
 Letterkenny Army Depot,  
 Anniston Army Depot  
 Red River Army Depot  
 Corpus Christi Army Depot  
 Warner-Robins ALC, Robins Air Force Base (Warner Robins, GA)  
 Oklahoma City ALC, Tinker Air Force Base (Oklahoma City, OK)  
 Ogden ALC, Hill Air Force Base (Ogden UT)  
 Any SUPSHIP command and detachment  
 Naval Air Station North Island  
 Yokosuka, Japan  
 SRF Japan (Sasebo)  
 Guam  
 Private Shipbuilder partners (including but not limited to):  
 Todd Shipbuilding  
 Norshipco  
 Metro Machine  
 Earl Industries  
 Continental Marine  
 NASSCO, San Diego  
 Southwest Marine, San Diego  
 Bath Iron Works  
 Northrop Grumman  
 Regional Maintenance Centers  
 Other sites as required

### **3.21 Collaborative Enterprise Application Lifecycle Management Environment**

The contractor shall establish, maintain, and use in the performance of this contract, an integrated, collaborative application lifecycle management system server application suite for the contractor, all subcontractors, all Government designated collaborate contractors, and the Government, to manage and collaborate on all aspects of this contract.

The contractor provided enterprise collaborative environment suite shall incorporate, but not be limited to, the following capabilities:

Requirements Management  
 Process Management  
 Workflow Management  
 Software Configuration Management  
 Build (Code Development) Management  
 Test Management  
 Release Management  
 Change Management  
 IT Service Management

Portfolio Management  
Document Management  
Version Control Management  
Design Modeling Management  
Architectural Development Management  
Project Collaboration  
Project Management  
Earned Value Management  
Engineering Change request Management  
Data Management

### **3.22 Integrated Master Schedule (IMS)**

The contractor shall develop and maintain an Integrated Master Schedule (IMS) by logically networking detailed program activities. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract. The contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event. (DI-MGMT-81861)

3.22.1 There shall be one IMS for the entire program seamlessly spanning contract option periods. (CDRL A001: DI-MGMT-81861).

3.22.2 The Contractor shall plan for quarterly Government conducted Program Reviews (PRs). The reviews are expected to provide visibility to the Government into the conduct and consequence of the contractor's and subcontractor's various efforts and performance including any technical, schedule, or performance problem areas and recommended actions.

3.22.3 Baseline dates in the IMS shall be consistent with the baseline dates in the Contract Performance Report (CPR).

### **3.23 Integrated Baseline Reviews (IBRs)**

The contractor shall engage jointly with the Government's program manager in Integrated Baseline Reviews (IBRs) to evaluate the risks inherent in the contract's planned performance measurement baseline. Initially, this shall occur as soon as feasible but not later than six months after contract award, and subsequently, following all major changes to the baseline. Each IBR should verify that the contractor is using a reliable performance measurement baseline, which includes the entire contract scope of work, is consistent with contract schedule requirements, and has adequate resources assigned. Each IBR should also record any indications that effective Earned Value Management (EVM) is not being used. IBRs should also be conducted on subcontracts that meet or exceed the EVM threshold. The prime contractor shall lead the subcontractor IBRs, with active participation by the Government.

3.23.1 The contractor shall produce a Contract Performance Report (CPR) that integrates contract work scope, schedule and budget to achieve a realistic, executable plan. (CDRL A002; DI-MGMT-81861)

3.23.2 The contractor shall conduct monthly pre-IBR meetings with the Government technical point of contact.

3.23.3 The contractor shall develop a single Contract Work Breakdown Structure (CWBS) in accordance with the DoD WBS Handbook (MIL-HDBK-881A) and the CWBS DID number DI-MGMT-81334D) which shall be approved by the Government 30 days after award of contract. The Contractor shall maintain and submit the CWBS monthly (CDRL A003).

3.23.4 The Contractor shall develop and submit a Contract Funds Status Report (CFSR) in consonance with the EVMS report. (CDRL A004; DI-MGMT-81468)

#### **4.0 TRAVEL REQUIREMENTS**

Travel will be required to provide the implementation and training support defined in this SOW, to include but not be limited to:

- 4.1 Implementation support
- 4.2 Software installation assistance
- 4.3 Software change briefings to shipyard personnel
- 4.4 Site acceptance testing support during installation
- 4.5 Training support
- 4.6 Development of training materials and/or CBT
- 4.7 Presentation of prepared training materials
- 4.8 Support documentation development/maintenance
- 4.9 Facilitate user acceptance testing at host activity if required
- 4.10 Support and conduct process and user training on work related to Government applications
- 4.11 On site support (e.g. software problem trouble shooting, incident resolution, etc.).
- 4.12 Analyze impact of functional enhancements on interface programs and provide estimates to implement required change(s).
- 4.13 Analyze requirements for conversion/cutover from previous product software versions to the new functionality provided in future releases;
- 4.14 Coordinate implementation support with host activity;
- 4.15 Provide on-site support at the host activities for major software releases;
- 4.16 Conduct implementation planning for deployment of major releases; this planning will include the following as necessary: implementation plan, transition plan, on-site agenda, scripts/queries, training, and implementation site briefings;
- 4.17 Prepare Release Notes to accompany new releases that describe the changes in functionality and impacts to existing software usage and business processes;
- 4.18 Prepare post implementation Lessons Learned and Trip Reports.

#### **5.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)**

The Navy will furnish appropriate project resources, including but not limited to data, information, appropriate and cooperative personnel, workspace, furnishings, office supplies, documentation reproduction, fax and telephone services, computer and network resources, and reference material necessary for the Contractor to accomplish this contract. The Navy will also make available relevant standards, functional statements, technical manuals, computer systems guides, regulations, instructions, and operational procedures.

The contractor shall be furnished current task working papers, project descriptions, program briefing material, and other documentation or material required to carry out the tasks. Generally available information will be provided to the Contractor within ten (10) working days after contract award. Any additional information will be provided to the contractor within reasonable time commensurate with scheduler and target completion dates for assigned tasks and activities.

## **6.0 TRAVEL AND OTHER DIRECT COSTS (ODC) (Applicable to CLIN 0002)**

Travel and ODC may be required in support of the services provided under this contract. Specific ODC requirements shall be identified during performance. All ODC and travel shall receive government approval prior to funds being expended. Contractor travel shall be in accordance with the Joint Travel Regulations (JTR).

The Contractor shall provide advance notification for travel to locations requiring additional Government coordination. All travel requires advance authorization by the Contracting Officer's Representative (COR) identified in SECTION G. All travel shall be conducted in accordance with the JTR. Travel authorization requests shall include the following:

- Title, purpose/objective, expected outcome
- Date, time (window) and location
- Proposed itinerary
- Proposed meeting/activities agenda
- Number of Contractor participants
- Desired Government participants
- Requested Government support
- Estimated costs

In order to minimize travel costs, the contractor and its subcontractors at all tiers shall comply with DoD JTR in conducting travel of employees. All travel shall be conducted in accordance with the JTR unless the Contracting Officer approves an exception in writing. The JTR stresses that the duties performed while on temporary duty (TDY) travel must be temporary in nature, and assignments must not be of such frequency or duration that a place of assignment becomes, in fact, an employee's long-term work location. The JTR specifically requires that recurring travel to one location with full short-term TDY reimbursement must not exceed 180 days in duration (inclusive of breaks such as weekend trips home). Whenever recurring travel to one location is expected to last more than 180 days, consideration of less costly alternatives is required, such as Permanent Change of Station (PCS), Temporary Change of Station (TCS), or long-term TDY at reduced fixed per diem. In any instance in which recurring travel to one location for more than 180 days is planned for personnel at any tier, the contractor shall obtain prior written approval from the Contracting Officer, and the request for approval shall include a cost comparison addressing PCS, TCS, and long-term TDY.

Recurring travel to one location for work can also result in income tax implications for employees. Starting at the point in time when recurring travel to a single location realistically became expected to last for more than 1 year, the Internal Revenue Service treats the employment at that location as indefinite and travel reimbursements as taxable income. The contractor will not be reimbursed for any income tax liability incurred by personnel at any tier.

## **7.0 SECURITY REQUIREMENTS**

### **7.1 FACILITY SECURITY CLEARANCE**

All contractor personnel must possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

## 7.2 PERSONNEL SECURITY

All contractor personnel requiring access to the Government workspaces will complete a National Agency Check (NAC).

Classified contract performance will be performed at US Navy Maintenance Facilities, Naval Sea Systems Command field activities, support contractor facilities, and government activities/units as identified within the contract or on official travel orders generated in support of the contract. The contractor may be required to travel in performance of these tasks.

ALL personnel are required to possess a Secret level security clearance or higher. These personnel must be able to maintain the appropriate level security clearance. Special-Sensitive (SS) background investigations may be required depending on duties and access in accordance with SECNAV instruction SECNAVINST 5510.30 dated 6 OCT 2006.

Contractor personnel should be aware at all times of any unusual persons or packages in their work area and immediately report those to the building security staff. If contractor personnel become aware of any person seeking unauthorized access to classified materials, they should immediately report this to the COR.

Contractor personnel laptops will not be permitted to be connected to the government local area network.

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Contracting Officer for Security.

## 7.3 INFORMATION ASSURANCE PROTECTIONS AND SECURITY REQUIREMENTS

The access and use of all DoD information and information systems utilized within the scope of this procurement are subject to the information assurance and security requirements as directed by DoD Directive 8500.1 and DoDD 8570.1.

Specifically, System administrators and Database administrators must have a position designation of IT-1, which requires the following in accordance with SECNAVINST M-5510.30 and DOD 8570.01-M:

- (a) A Secret Clearance.
- (b) Must be able to obtain a favorably-adjudicated SSBI or SSBI-PR updated within the past 5 years.
- (c) U.S. citizenship (Foreign Nationals must have CNO-approved waiver).
- (d) System and database administrators must meet IAT Level II certification criteria specified in DOD 8570.01-M under the authority in DoDD 8570.1.

## CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0003 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.



## CLAUSES INCORPORATED BY FULL TEXT

### ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

- (a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.
- (b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and

equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

## CLAUSES INCORPORATED BY FULL TEXT

### ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

### COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is

delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

## CLAUSES INCORPORATED BY FULL TEXT

### INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C,

as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of

performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

- (1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
- (2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;
- (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

Printing	Minimum number of working Days required by DAPS
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

## CLAUSES INCORPORATED BY FULL TEXT

### SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

#### (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

#### (b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

### UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

### USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)



(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

#### CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment

(PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

## CLAUSES INCORPORATED BY FULL TEXT

## MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Mr. Michael Sydla

(Name of Individual Sponsor)

SEA 04

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001BA	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002BA	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

Item(s) 0001 and 0002 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Inspection and acceptance of the majority of the work and deliverables under this contract will be performed at the PMO-IT facility in Norfolk, VA. The address for this facility is:

PMO-IT Norfolk  
2510 Walmer Ave  
Norfolk, VA 23513

Other inspection locations, if applicable, will be listed in the individual Technical Instructions and in accordance with the locations listed in the Statement of Work (SOW).

#### COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

#### QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 16-MAY-2014 TO 30-SEP-2014	N/A	NAVAL SEA SYSTEMS COMMAND (NAVSEA) TIMOTHY R. HINTZ 1333 ISAAC HULL AVE SE BLDG. 197 WASHINGTON NAVY YARD DC 20376 FOB: Destination	N00024
0001AB	POP 16-MAY-2014 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001AC	POP 16-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001AD	POP 16-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001AE	POP 16-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001AF	POP 16-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001AG	POP 16-MAY-2014 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0001BA	POP 01-DEC-2014 TO 15-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0002	N/A	N/A	N/A	N/A
0002AA	POP 16-MAY-2014 TO 30-SEP-2014	N/A	NAVAL SEA SYSTEMS COMMAND (NAVSEA) TIMOTHY R. HINTZ 1333 ISAAC HULL AVE SE BLDG. 197 WASHINGTON NAVY YARD DC 20376 FOB: Destination	N00024
0002AB	POP 16-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024

0002AC POP 16-MAY-2014 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0002BA POP 01-DEC-2014 TO 15-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024
0003 POP 16-MAY-2014 TO 15-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00024

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
0001AA	16 May 2014	30 Sep 2014
0001AB	16 May 2014	30 Nov 2014
0001AC	16 May 2014	30 Sep 2014
0001AD	16 May 2014	30 Sep 2014
0001AE	16 May 2014	30 Sep 2014
0001AF	16 May 2014	30 Sep 2014
0001AG	16 May 2014	30 Nov 2014
0001BA	01 Dec 2014	15 May 2015
0002AA	16 May 2014	30 Sep 2014
0002AB	16 May 2014	30 Sep 2014
0002AC	16 May 2014	30 Nov 2014
0002BA	01 Dec 2014	15 May 2015

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the

X DELIVERY INFORMATION herein.

\_\_\_\_\_ Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

*(Contracting Officer select one as applicable to the acquisition)*

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.



## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 1741319 85EB 252 V4F00 0 050120 2D 000000  
 COST CODE: A00002285581  
 AMOUNT: \$500,000.00  
 CIN 130042414800001: \$500,000.00

AB: 1741804 8B5B 252 V4F00 0 050120 2D 000000  
 COST CODE: A00002281952  
 AMOUNT: \$3,700,000.00  
 CIN 130042380100001: \$3,700,000.00

AC: 1741804 8B5B 252 V4X00 0 050120 2D 000000  
 COST CODE: A20002281952  
 AMOUNT: \$3,910,478.00  
 CIN 130042380100003: \$3,910,478.00

AD: 1741804 8B5B 252 V4F00 0 050120 2D 000000  
 COST CODE: A30002281952  
 AMOUNT: \$454,871.00  
 CIN 130042380100004: \$454,871.00

AE: 1741804 8J2H 252 V4X00 0 050120 2D 000000  
 COST CODE: A40002281952  
 AMOUNT: \$270,000.00  
 CIN 130042380100005: \$150,000.00  
 CIN 130042380100006: \$120,000.00

AF: 1741804 8B5B 251 V4F00 0 050120 2D 000000  
 COST CODE: A00002281952  
 AMOUNT: \$5,000.00  
 CIN 130042380100007: \$5,000.00

AG: 1741804 8B5B 251 V4F00 0 050120 2D 000000  
 COST CODE: A30002281952  
 AMOUNT: \$12,000.00  
 CIN 130042380100008: \$12,000.00

## CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination/Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

-----  
Field Name in WAWF

-----  
Data to be entered in WAWF  
-----

Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00024
Admin DoDAAC	S2404A
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	_____

-----

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[Timothy.hintz@navy.mil](mailto:Timothy.hintz@navy.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

\_\_\_\_\_

\_\_\_\_\_

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: MR. TIMOTHY HINTZ  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP  
WASHINGTON NAVY YARD DC 20376  
Telephone No. 202/781-4105  
Fax No.  
Email Address: [timothy.hintz@navy.mil](mailto:timothy.hintz@navy.mil)

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: MR. FRANCIS X. DUGGAN, JR.  
NAVAL SEA LOGISTICS CENTER  
Bldg. 307, Code 14000  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0795  
Telephone No. 717/605-1481  
Fax No. \_\_\_\_\_  
Email Address: [francis.duggan@navy.mil](mailto:francis.duggan@navy.mil)

#### SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or

inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above.

The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION  
(JAN 1986) (MODIFIED) (JUN 2013)

- (a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.
- (b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.
- (c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
- (d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.
- (e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09P3).

5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE  
NUCLEAR PROPULSION OF NAVAL SHIPS (JAN 2008) (MODIFIED) ( FEB 2013)

- (a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.
- (b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 shall not be disclosed to foreign nationals.
- (c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after

the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

#### 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250



Internet: <http://www.gidep.org>

5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227 7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ESTIMATED</u>		<u>PERIOD OF PERFORMANCE</u>
		<u>ALLOTED TO FEE</u>		
	\$	\$		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 0001AA, 0001AB, 0001AC, 0001AD, 0001AD, 0001AE, 0001AF, 0002AA, and 0002AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

#### 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### 5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST- REIMBURSEMENT) (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

#### DESCRIPTION AND IDENTITY OF FACILITIES

PMO-IT Norfolk Facility  
2510 Walmer Ave  
Suite A  
Norfolk, Va 23513

NAVSEA Headquarters  
Washington Navy Yard  
1333 Isaac Hull Ave  
Washington, DC 20376

Allegany Ballistics Laboratory  
Rocket Center, WV 26726

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

#### 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: Items to be identified in each Technical Instruction issued pursuant to 5252.242-9115 TECHNICAL INSTRUCTIONS.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-8	Utilization of Small Business Concerns	JUL 2013

52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation)	SEP 2013
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (AUG 2013) Alternate II (Deviation)	SEP 2013
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation)	SEP 2013
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012

252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

#### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and



(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

- (F) Facilities capital cost of money factors computation.
  - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
  - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
  - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
  - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
  - (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
  - (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
  - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
  - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
  - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
  - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
  - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
0001AG	31 Oct 2014
0002AC	31 Oct 2014

0001BA  
0002BA

31 Dec 2014  
31 Dec 2014

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541330- assigned to contract number resulting from solicitation number N00024-14-R-4110.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero dollars (\$0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

## 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract that exceeds the lower of either – (i) \$12.5 million or more; or (ii) both more than \$700,000 and more than 10 percent of the contract price.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.



(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AMSEC  
 Arrowpoint Corporation  
 Booz Allen Hamilton  
 Buurma Consulting, Inc.  
 CACI Enterprise Solutions, Inc.  
 Chenega Operations Services, LLC  
 Computer Sciences Corporation (CSC)  
 DataSource, Inc.  
 Dynamics Research Corporation (DRC)  
 Dell Services Federal Government, Inc. (DSFG)  
 Expertas LP  
 International Business Machines (IBM)  
 Northrop Grumman Space and Mission Systems Corp.  
 Target Media Mid Atlantic, Inc.  
 U.S. Information Technologies Corporation (USIT)  
 Washington Technology Group (WTG)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or

the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers

and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Contract Data Requirements List, DD Form 1423 – Exhibit A;

SMLIS Program System List – Attachment 1;

Contract Security Classification Specification, DD Form 254 – Attachment 2;

Quality Assurance Surveillance Plan (QASP) – Attachment 3;

Small Business Subcontracting Plan – Attachment 4;